

8179

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

JAN 12 1976 3 05 PM

INTERSTATE COMMERCE COMMISSION

LEASE AND AGENCY AGREEMENT

THIS LEASE AND AGENCY AGREEMENT, dated as of January 1, 1976, between Manor Real Estate Company, as lessor and principal (Lessor) and Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor, as lessee and agent (Lessees).

W I T N E S S E T H:

WHEREAS, Lessor is the owner of the units of railroad rolling stock listed on Exhibit A attached hereto (Leased Units) and Exhibit B attached hereto (Non-Leased Units);

WHEREAS, by reason of the termination of a prior lease between the former conditional vendee, Associates of the Jersey Company, and the Lessees, the Leased Units and the Non-Leased Units are either in the possession of Lessees or other railroads; and

WHEREAS, Lessor and Lessees desire to enter into a lease of the Leased Units and an agency agreement for the sale by Lessees, for Lessor's account, of the Non-Leased Units.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

A. Leased Units

1. Term

Lessor agrees to lease to Lessees and Lessees agree to accept and use exclusively upon the terms and conditions herein set forth the Leased Units and to pay Lessor during the term of this Lease, for the use of each Leased Unit, the rent set forth in Schedule A hereto.

The initial term of the Lease (hereinafter called the "initial term") as to each Leased Unit shall commence on January 1, 1976 and shall be for a period of one month and shall continue thereafter for succeeding one-month periods unless terminated by either party hereto upon the giving of ten (10) days' prior written notice.

2. Successors

This agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives, including, but not limited to, Consolidated Rail Corporation.

3. Lessees' Representations

Lessees represent and warrant that:

(i) Lessees, Robert W. Blanchette, Richard C. Bond and John H. McArthur, have been duly appointed as Trustees

of the property of Penn Central Transportation Company, Debtor, (hereinafter called the "Railroad") by an order of the United States District Court for the Eastern District of Pennsylvania; the appointment of said Trustees has been duly ratified by an order of the Interstate Commerce Commission; and said Trustees are duly vested with the title to the properties of the Railroad and have the power and authority to carry on its business.

(ii) The rights of Lessor as herein set forth and the title of Lessor to the Leased Units are free and clear of the lien, charge or security interest created by any mortgage, security agreement or other instrument created by Lessor.

(iii) No governmental authorizations, approvals or exemptions are required for the execution and delivery of this Agreement or for the validity and enforceability hereof or for the leasing of the Leased Units hereunder, for the rentals and for the other terms and conditions herein provided; or, if any such authorizations are required, they have been obtained and, if any such shall hereafter be required, they will be promptly sought.

(iv) No litigation or administrative proceedings are pending or, to the knowledge of Lessees, are threatened against Lessees, the adverse determination of which would

affect the validity of this lease or the rights of Lessor hereunder.

(v) Obligations to make rental and other payments under this Lease will constitute expenses of administration of Lessees, payable on a parity with other equipment obligations heretofore or hereafter assumed or incurred by Lessees; and, upon failure of the Lessees to pay the rent when due hereunder or any other default by Lessees in their obligations hereunder, any claim for damages will constitute an expense of administration.

#### 4. Payment

The Lessees agree to pay Lessor the aforesaid per Leased Unit charge on or before the last day of each calendar month, covering the rentals which shall have accrued during the immediately preceding month, during the life of this agreement and until such time thereafter as all cars have been returned to Lessor and all rentals therefor have been paid. Payment shall be made by mail to Lessor at 1310 Transportation Building, Philadelphia, Pa. 19104, or such other place or places as may be directed in writing by Lessor, and payment shall be effective when received by Lessor.

#### 5. Maintenance

Maintenance and repair of the Leased Units shall be performed by the Lessees at their expense.

6. Destruction

If a Leased Unit is destroyed or damaged beyond economical repair, the Lessees shall pay to Lessor within 90 days after such occurrence the present market value of such Leased Unit at the time of payment, and the rental for such Leased Unit shall cease on and after such payment. Thereafter Lessor shall have no further title to or interest in such Leased Unit.

7. Liability

No liability shall attach to Lessor for injury, damage or loss of any kind whatsoever in connection with the use of the Leased Units, whether it be to persons or property, and the Lessees agree to hold Lessor harmless from and against any claims or payments which Lessor may be required to pay as a result thereof. Nothing contained in this Paragraph 7 shall be construed to release Lessor from any claim or liability resulting from negligence of Lessor.

8. Default

If the Lessees shall fail to perform or abide by any of its obligations hereunder for a period of ten (10) days after receipt of notification thereof, Lessor at its election may either (a) terminate this agreement immediately or (b) withdraw the Leased Units from the service of the Lessees and deliver the same, or any thereof, to others

upon such terms as Lessor may see fit, and, in either case, the Lessees shall be liable to Lessor for all rentals hereunder, less any rentals received by Lessor from others for any of the Leased Units.

9. Return of Leased Units

The Lessees agree to return the Leased Units to Lessor at a point on the Lessees' rails designated by Lessor at the expiration of this Agreement, as hereinafter provided, free from all liens and charges whatsoever, in the same or as good condition, order and repair as when received, ordinary wear and tear excepted, and with all the same kind and character of devices, appliances or appurtenances with which the Leased Units were equipped at time of delivery to the Lessees. However, the preceding sentence shall not be binding upon the Lessees for any Leased Unit or Units which have been destroyed or damaged beyond economical repair during the life of this Agreement, and which are referred to more specifically in 6 hereof.

10. Marking

The Leased Units are presently marked as follows:

The Chase Manhattan Bank  
Assignee, Owner  
New York, New York

As promptly as possible, the Lessees shall cause both sides of each Leased Unit to be distinctly, permanently and conspicuously marked by stenciling with the following legend in letters not less than one inch in height:

MANOR REAL ESTATE COMPANY  
WILMINGTON, DELAWARE  
OWNER, LESSOR

The Lessees shall immediately replace any such marking which may be removed, destroyed or become illegible wholly or in part. Except for stenciling as provided herein, the Lessees shall keep the Leased Units free from any marking or labeling which might be interpreted as a claim of ownership thereof by the Lessees or any other person, association or corporation other than Lessor and will not change, or permit to be changed, the identifying road numbers on any of the Leased Units; provided, however, that the Lessees may permit the Leased Units to be lettered in some appropriate manner for convenience of identification of the interest of the Lessees or to indicate the nature of the service furnished thereby.

11. Unless the written consent of Lessor shall be first obtained, the Lessees shall not assign this lease or any of its rights or interests hereunder, nor permit any of Lessor's rights or interests hereunder to become subject to any lien, charge, or encumbrance of any kind; provided that nothing therein contained shall prevent the Lessees from allowing the use of the Leased Units by others upon railroad lines usual interchange of traffic; or subleasing the cars to another railroad or corporation, including, but not limited to, Consolidated Rail Corporation.

12. Recording

Lessees, without expense to Lessor, will cause this lease and all amendments, supplements and assignments hereof or thereof, to be duly filed and recorded and refiled and re-recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and this lease to be deposited with the Registrar General of Canada in accordance with Section 86 of the Railway Act (and notice of such deposit to be given in the "Canada Gazette" pursuant to said Section 86).

Lessees will promptly furnish to Lessor certificates or other evidences of such filing and recording and refiling and re-recording. In addition, Lessees shall do and perform all such other acts as may be required by law, or reasonably requested by Lessor, for the protection of its title to and interest in the Leased Units.

B. Non-Leased Units

As further consideration for the lease of the Leased Units under this Agreement:

1. Assemblage

Lessees shall, at their own expense, forthwith assemble or cause to be assembled, in the usual manner and at such point or points on the railroad owned or operated by Lessees as is reasonably designated by Lessees, the Non-Leased Units.

2. Sale

Either before or after assemblage of the Non-Leased Units provided for in paragraph 1, at the option of Lessees, Lessees shall, at its own expense, forth-with arrange for the sale of the Non-Leased Units in a manner customary in the sale of similar rolling stock owned by the Lessees, and for the best price obtainable at the time of sale. Pending such sale, Lessees agree to furnish, without charge for rent or storage, the necessary facilities for the holding of the Non-Leased Units.

3. Proceeds of Sale

Lessees shall, as soon as received, remit to Lessor the gross proceeds from the sale of Non-Leased Units, less only any tax applicable to such sale, which tax is required by law to be deducted by Lessees.

4. Loss or Damage

Lessees shall be responsible for any loss or damage which may occur to the Non-Leased Units which is the result of Lessees' negligence, but Lessees shall be required to furnish only such protection for the Non-Leased Units as it provides for similar equipment owned by Lessees.

5. Non-Cancellation

Except in the case of a default by Lessees, neither Lessor nor Lessees, may cancel this agency relationship

until all of the Non-Leased Units have been sold and the proceeds therefrom remitted to the Lessor. Lessees agree to take all necessary steps to protect and maintain Lessor's title in and to the Non-Leased Units and the proceeds from the sale of any such Units.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

Attest

MANOR REAL ESTATE COMPANY

E. Stoepp  
By ASSISTANT Secretary

By R. Carroll  
VICE President

Witness:

ROBERT W. BLANCHETTE, RICHARD C. BOND, AND JOHN H. McARTHUR, Trustees of the property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

J. Parker  
By ASSISTANT SECRETARY

By M. Hull  
VICE PRESIDENT & CONTROLLER

STATE OF NEW JERSEY                  )  
  )  
COUNTY OF CAMDEN                  ) SS:  
  )

On this 9th day of January 1976,  
before me personally appeared R. W. Carroll, to me per-  
sonally known, who, being by me duly sworn, said that he  
is Vice President of Manor Real Estate Company, that the  
seal affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed  
and sealed on this day on behalf of said corporation by  
authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the  
free act and deed of said corporation.

Stella Estates  
My Commission Expires 6-10-79

COMMONWEALTH OF PENNSYLVANIA      )  
  ) SS:  
COUNTY OF PHILADELPHIA            )

On this 9th day of January 1976,  
before me personally appeared Norman J. Hull, Jr., to me  
personally known, who, being by me duly sworn, said that  
he is the Vice President & Controller-Finance and Account-  
ing, of Penn Central Transportation Company, Debtor, that  
the foregoing instrument was signed on this day by him on  
behalf of and by authority of the Trustees of the property  
of Penn Central Transportation Company, Debtor, and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said Trustees.

Paul T. MacIntire

PAUL T. MACINTIRE

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires October 4, 1976

Exhibit A

Leased Units

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Rent per Unit per Day</u>
17	G43 52'6" 100-ton gondolas	see attached	\$ 6.22
6	G44 65'6" 70-ton gondolas	see attached	7.24
13	X60M 86' 100-ton box cars	see attached	13.59
7	X43b 40' 50-ton box cars	see attached	1.00
168	X43c 40' 50-ton box cars	see attached	1.00
39	50'6" 70-ton box cars	see attached	1.00
108	50'6" 55-ton box cars	see attached	1.00
<u>15</u>	70-ton hopper cars (ballast)	see attached	1.00
373			

15 H21G 70-ton Hopper Cars converted to Ballast Cars

<u>Old Number</u>	<u>New Number</u>
PRR 717151	PC 032000
183888	032007
249882	032008
744435	032009
746653	032014
745845	032015
743548	032021
249376	032053
136443	032062
183864	032076
249827	032080
249884	032084
748020	032086
137923	032090
676663	032442

7 x43b's 40'6" 50-ton Box Cars

PC 126138 - 126140, incl.

126142

126144 - 126146 "

13 x60m 86'6" 70-ton Box Cars

PC 295151 - 295163, incl.

6 G44 65'6" 70-ton Gondola Cars

PRR 442639 - 442644, incl.

17 G43 52'6" 100-ton Gondola Cars

PRR 387335 - 387342, incl.  
387853 - 387860     "  
387862

168 x43c's 40'6" 50-ton Box Cars

PC 138052 - 138067, incl.

138069

138072 - 138075 "

138077

138079

138081 - 138089 "

138092 - 138103 "

138105 - 138111 "

138114 - 138115 "

138117 - 138132 "

138137 - 138138 "

138140 - 138141 "

138143 - 138144 "

138146 - 138148 "

138150 - 138156 "

138159 - 138162 "

138164 - 138181 "

138183 (new number 201495)

138184 - 138191, incl.

138193 - 138199 "

138201 - 138203 "

138205 - 138207 "

138209 - 138211 "

138213 - 138222 "

138224

138226 - 138231 "

138233 - 138234 "

138236 - 138244 "

138247 - 138250 "

138252 - 138255 "

39 50' 6" 70-ton Box Cars

PC 266423 - 266425, incl.  
266427 - 266430      "  
266432 - 266433      "  
266436  
266444 - 266445      "  
266449 - 266450      "  
266452 - 266465      "  
266467 - 266469      "  
266471 - 266477      "  
266479

Exhibit B

Non-Leased Units

2048 Freight Cars as per the Attached

1347 H21G and H5 70-ton Hopper Cars

PRR 136742	PRR 177480	PRR	PRR 745999	PRR 676121
177800	177853		139785	184717
178510	177933		745507	717330
187527	183452		719707	184644
196255	183974		193538	186969
249360	184405		194466	193082
249605	186365		188857	723146
249737	189018		182402	135945
256980	190226		261797	742491
719310	191949		719999	686141
741286	192088		135706	745825
745068	192110		717392	249869
746731	249855	901787	194333	190974
	249988	902278	719266	249449
194272	717552	174896	743188	747730
138364	727192	174453	249444	249702
175582	745759	249674	261604	194202
177593	746998	249677	193806	188630
177859	901495	193199	249434	196038
179259	136918	249888	136739	742395
179725	139337	719446	745544	249437
179792	173729	249815	185096	188092
183220	178082	184345	706609	249514
184686	178825	186016	745566	261747
186380	178834	184917	186583	744443
188074	183292	136486	249451	741347
188259	185325	719390	195477	720263
188339	186542	730896	191015	695541
192725	188199	177313	194636	195199
195610	192163	135682	135899	191462
249419	196122	187843	190691	187285
249468	197001	706545	717934	706581
249624	197248	743000	742190	187686
249838	197250	676368	900731	686073
249905	249433	676052	184500	138847
695610	249594	191628	178676	195035
717378	249615	249467	194626	174481
719917	249696	191001	194487	747045
743778	249976	195527	249774	174312
	256817	249899	135564	249843
193001	676615	185102	901981	195860
	714426	135654	191070	746693
182368	743628	185187	177315	744363
136409	744474	195975	186440	136806
138024	901125	192917	743832	256885
174550		746990	139811	176187
174911		137864	184577	186261
176389		138895	137765	178804

1347 H21G and H5 70-ton Hopper Cars

PRR 741742	PRR 189991	PRR 186183	PRR 193079	PRR 742154
249903	706849	136101	195123	188297
175533	744257	744151	249804	193078
138747	746751	706874	191412	741967
249650	901157	187619	178983	184743
744161	178476	196108	195414	706436
137943	179609	174422	186621	196060
719681	195691	191911	744426	746821
249567	747425	249600	189014	179492
902068	195212	190262	184701	177319
136671	249720	192967	747505	178511
182505	901204	720082	176097	182597
189685	139236	192003	742071	747485
196815	746964	256526	249858	176770
177214	901195	186983	249482	190491
176335	178124	185876	901929	719835
184239	700763	178195	249483	185596
185983	249504	676273	195431	176112
745350	177354	744340	187463	193106
177562	175869	741305	176040	179998
730903	741226	193957	741802	261464
741881	185503	249960	741138	747771
249613	192396	743835	188543	183600
902342	249953	717157	723041	745562
185704	706601	695793	717343	184233
193030	685611	184674	186355	176488
191336	182370	176737	744618	196442
174964	719370	249673	256878	174762
184289	192257	197354	743697	188546
249621	189910	183161	744010	183699
187665	176577	249831	186908	249348
179691	747333	195662	901419	175347
746677	741526	137467	175088	176176
249926	747796	178646	249413	900702
717431	249912	187425	745349	178817
900589	676563	187892	138552	184307
176676	194778	900882	719002	249952
178572	745262	727181	676313	194898
183468	717344	717357	188654	676879
174386	177636	188664	196185	249573
747226	249651	714429	197138	249668
747347	136029	196438	138094	187836
743795	182338	744330	175172	900584
256640	197627	746852	249345	195958
184117	745459	720121	179036	900326
744245	193356	178964	179267	719339
135557	175300	249555	900715	685626
190784	182382	189176	176479	174152

1347 H21G and H5 70-ton Hopper Cars

PRR 138870	PRR 139108	PRR 744883	PRR 183358	PRR 249503
249765	175463	174537	192948	744295
136185	197713	746785	717695	900775
186677	196207	261674	174856	182485
902015	695332	685866	249697	720045
192901	135848	182335	186027	249749
194302	720136	182385	197529	174501
183036	176236	249435	745139	741875
720198	747617	186218	190095	911087
249923	191511	184521	193401	190037
249866	183830	695426	193299	188162
717288	189660	676405	747003	197516
197038	901730	182700	742320	136935
178770	743397	743252	249792	184192
717925	742544	249874	187876	175886
900591	746699	714339	178308	261639
717469	192727	717614	743557	184821
249606	179379	174233	249631	178301
261692	184151	178206	741711	138127
189106	191115	191437	249760	139381
197493	197299	190700	176789	744636
744855	187593	742221	717313	187866
706599	249502	139327	747821	178097
186558	747260	249908	136555	136888
249909	186820	249499	188369	179891
186855	187446	186105	743063	136982
685959	187949	178410	261693	900369
178520	743600	191469	137800	742207
185962	188197	719649	196939	135960
901640	187699	706520	174632	183947
183775	183985	249380	186572	184147
186129	139371	249919	178895	742594
901198	187230	717826	747915	191688
727298	249790	189620	184283	183352
187873	184552	745112	719660	189862
137588	197093	256696	195370	249527
186193	174473	192304	195194	188216
747015	196597	179294	196391	175967
249506	745949	190538	194453	745540
249799	249769	177816	184955	191068
179693	183378	185242	256759	700628
901974	135947	194141	676014	193448
178659	195809	249801	901260	183438
176622	741020	686285	192011	743983
175217	745665	196488	174372	686277
249622	249975	188164	249500	135563
194382	174087	191835	901409	135613
182632	138621	175543	695787	135623

1347 H21G and H5 70-ton Hopper Cars

PRR 135752	PRR 139735	PRR 177227	PRR 182954	PRR 186134
135904	173681	177338	182990	186238
135953	173752	177372	183143	186281
135964	173798	177392	183200	186298
136083	173837	177537	183251	186570
136112	173844	177602	183287	186575
136114	173880	177639	183302	186676
136255	173882	177692	183322	186745
136296	173998	177786	183400	186831
136383	174188	177814	183409	186992
136411	174230	178000	183531	187127
136417	174307	178321	183605	187162
136586	174323	178380	183614	187394
136614	174328	178394	183642	187434
136622	174534	178623	183811	187462
136660	174610	178645	183822	187481
136690	174664	178685	183993	187568
136860	174675	178710	184009	187605
136874	174884	178788	184107	187615
136886	175037	178789	184161	187631
137020	175053	178869	184163	187677
137080	175083	179015	184182	187762
137548	175130	179071	184337	187870
137569	175394	179104	184395	187884
137581	175409	179304	184397	187897
137598	175420	179387	184655	187898
137676	175439	179467	184802	188007
137833	175564	179480	184835	188115
137880	175585	179493	184889	188174
137927	175594	179544	184915	188244
137929	175732	179562	185022	188286
138097	175756	179581	185045	188316
138327	175795	179624	185061	188448
138529	175814	179650	185064	188449
138639	175840	179836	185067	188457
138714	175903	179840	185070	188504
138749	175916	179878	185118	188530
138935	175959	179887	185179	188534
138977	176206	179995	185225	188577
139017	176215	182406	185307	188698
139036	176419	182557	185397	188780
139082	176586	182602	185587	188809
139196	176698	182609	185652	188894
139241	176736	182633	185661	189077
139331	176830	182650	185720	189188
139464	177198	182679	185816	189234
139590	177206	182698	185838	189368
139652	177217	182916	185928	189428

1347 H21G and H5 70-ton Hooper Cars

PRR 189649	PRR 192774	PRR 197591	PRR 249633	PRR 249917
189703	192796	249344	249634	249924
189843	192928	249347	249636	249930
190194	192949	249356	249644	249939
190202	193184	249357	249645	249941
190283	193287	249358	249647	249954
190319	193296	249364	249649	249963
190353	193351	249367	249653	249978
190490	193376	249379	249657	249979
190520	193392	249387	249660	249982
190633	193520	249402	249665	249986
190736	193556	249415	249666	256533
190757	193571	249421	249670	256648
190764	193640	249427	249671	256780
190800	193665	249428	249681	256837
190854	193756	249430	249683	256929
190876	193788	249447	249689	256963
190938	194025	249450	249704	261806
190939	194063	249452	249706	261999
190942	194130	249458	249707	676002
190950	194265	249462	249711	676027
190969	194435	249464	249712	676147
191144	194462	249465	249713	676169
191211	194615	249470	249714	676197
191229	195005	249486	249728	676202
191276	195045	249490	249729	676272
191283	195050	249491	249730	676323
191394	195081	249507	249738	676344
191406	195102	249512	249740	676588
191442	195143	249528	249745	676634
191500	195313	249529	249758	676778
191568	195422	249531	249759	676860
191612	195629	249532	249763	676979
191660	195693	249535	249768	677430
191744	195716	249542	249788	677447
191755	195770	249548	249796	685692
191767	196160	249549	249810	685860
191916	196253	249557	249812	685863
191959	196274	249560	249821	685897
191984	196277	249566	249830	685966
191997	196412	249569	249835	685975
192053	196721	249570	249852	685994
192082	196726	249571	249862	686040
192181	196933	249584	249883	686055
192205	196989	249590	249890	686057
192211	197078	249609	249894	686059
192310	197136	249610	249901	686200
192376	197257	249617	249902	686293
192475	197272	249623	249914	686327
192623	197324	249628	249915	695344

1347 H21G and H5 70-ton Hopper Cars

PRR 695755	PRR 720239	PRR 744100	PRR 901890
695766	720260	744196	902013
700676	723029	744207	902042
700722	727165	744337	902102
700786	727257	744346	902222
700808	727307	744351	909665
706502	727391	744437	911720
706543	727401	744442	923551
706544	727435	744465	
706706	741117	744842	
706714	741147	744873	
709975	741172	745027	
709978	741193	745082	
710043	741348	745088	
714340	741499	745190	
714355	741522	745495	
714428	741543	745727	
717164	741581	745935	
717205	741596	746544	
717297	741606	746607	
717412	741630	746663	
717612	741769	746664	
717663	741852	746718	
717671	741898	746733	
717698	741912	746856	
717749	741920	747040	
717807	742020	747065	
717814	742258	747093	
717898	742273	747130	
717946	742353	747294	
719049	742567	747574	
719165	742749	747639	
719179	742983	747797	
719180	743021	747853	
719241	743052	747998	
719283	743110	748039	
719307	743123	900481	
719364	743232	900503	
719534	743279	900528	
719564	743368	900607	
719713	743372	900978	
719775	743395	901114	
719838	743438	901165	
719873	743444	901254	
719904	743569	901372	
719938	743644	901508	
720111	743700	901531	
720149	743740	901590	
720199	743872	901795	

12 H31G 50-ton Hopper Cars

PRR 220322  
220473  
220502  
220563  
220696  
220749  
221057  
221111  
221112  
221131  
221309  
222573

424 x38f's, h's, k's, l's 50'6" Box Cars

PRR 45581	PRR 45903	PRR 45627	PRR 45538
45634	45889	45632	45542
45865	46993	45633	45543
45926	46994	45637	45547
45908	45501	45641	45553
45855	45503	45643	45566
45911	45505	45647	45569
45940	45506	45648	45570
45938	45511	45652	45579
45880	45512	45653	45582
45916	45513	45656	45585
45685	45514	45666	45588
45917	45515	45667	45591
45833	45516	45671	45594
45943	45520 - 45524, incl.	45678	45596
45837	45527 - 45535, incl.	45691	45598
45888	45537	45697	45599
45851	45539	45699	45602
45687	45540	45707	45604
45902	45541	45721	45605
45816	45544	45742	45606
45799	45545	45766	45607
45897	45546	45768	45611
45881	45548 - 45552, incl.	45769	45613
45812	45554 - 45558, incl.	45774	45616
45871	45561 - 45565, incl.	45786	45617
45796	45567	45682	45621 - 45625, inc
45763	45571	45793	45628 - 45631, inc
45873	45573	45806	45635
45709	45574	45807	45636
45712	45576	45808	45638
45762	45577	45819	45639
45705	45578	45826	45640
45779	45580	45831	45645
45764	45583	45839	45646
45754	45584	45849	45649
45756	45589	45850	45650
45673	45590	45854	45651
45838	45593	45857	45654
45761	45597	45862	45655
45863	45600	45887	45658
45690	45603	45895	45659
45777	45608	45927	45661 - 45665, inc
45711	45609	45932	45668
45931	45610	45936	45669
45923	45612	45502	45670
45822	45614	45504	45672
45824	45615	45508	45674 - 45677, inc
45934	45618	45509	45679
45858	45619	45510	45680
45803	45620	45526	45681
45733	45626	45536	45683

424 X38F's, h's, k's, l's 50'6" Box Cars

PRR 45684	PRR 45804	PRR 45914
45686	45805	45915
45688	45809	45918
45689	45810	45919
45692	45813	45920
45693	45814	45921
45694	45817	45924
45695	45818	45925
45696	45820	45928
45698	45821	45929
45700	45823	45930
45701	45825	45933
45702	45827	45935
45703	45828	45937
45704	45829	45939
45706	45830	45942
45708	45832	45945 - 45950, incl.
45710	45834	46995 - 46999, incl.
45713 - 45720, incl.	45835	
45722 - 45732, incl.	45840 - 45848, incl.	
45734 - 45741, incl.	45852	
45743 - 45753, incl.	45853	
45755	45856	
45757	45859	
45759	45860	
45760	45861	
45765	45864	
45767	45866 - 45870, incl.	
45770	45872	
45771	45874 - 45879, incl.	
45772	45882	
45773	45884	
45775	45885	
45776	45886	
45778	45890	
45780	45891	
45781	45892	
45783	45893	
45784	45894	
45785	45896	
45789	45898	
45790	45899	
45791	45900	
45792	45901	
45795	45904	
45797	45905	
45798	45907	
45800	45910	
45801	45912	
45802	45913	

77 x29b's 40' 6" 50-ton Box Cars

PRR 27107	PRR 29205
29850	29308
30234	29349
30433	29402
26703	29469
29804	29744
26501	29854
26526	29859
26532	29864
26722	29887
26733	29899
26881	29917
26977	30000
27063	30236
27092	30373
27220	30397
27274	30461
27317	30520
27341	30550
27379	30616
27391	30623
27424	30641
27442	30864
27553	30905
27555	
27663	
27683	
27699	
27805	
27816	
27885	
27939	
28025	
28048	
28079	
28142	
28258	
28321	
28322	
28341	
28347	
28430	
28461	
28541	
28749	
28815	
28823	
28894	
28907	
28952	
28973	
29098	
29180	

3 x37a's & b's 40'6" 50-ton Box Cars

PRR 65148  
64416  
67049

2 x43b's 40'6" 50-ton Box Cars

PC 126141  
126143

83 50'6" 55-ton Box Cars

PC 174604	PC 174735
174614	174737
174615	174740
174619	174741
174620	174742
174621	174745
174622	174746
174623	174747
174624	174749
174628	174753
174635	174754
174642	174757
174643	174758
174648	174762
174649	174764
174652	174766
174656	174769
174663	174771
174667	174777
174671	174778
174672	174780
174673	174783
174678	174784
174679	174785
174680	174786
174681	174787
174684	174789
174685	174790
174690	174791
174692	174792
174693	174793
174694	174794
174696	174795
174697	174796
174698	174797
174701	174798
174705	174799
174706	
174712	
174713	
174716	
174721	
174725	
174726	
174730	
174733	

25 x43c's 40'6" 50-ton Box Cars

PC 138070  
138071  
138076  
138078  
138090  
138104  
138112  
138113  
138116  
138133  
138136  
138145  
138157  
138158  
138163  
138192  
138200  
138204  
138208  
138212  
138223  
138225  
138235  
138245  
138251

53 B-60 54'3" 20-ton Baggage Cars

PRR 9222	PRR 9345
9223	9351
9235	9353
9239	9356
9240	9360
9243	9375
9244	9385
9247	
9255	
9266	
9267	
9276	
9279	
9284	
9288	
9289	
9296	
9312	
9313	
9314	
9320	
9332	
9333	
9334	
9348	
9355	
9358	
9365	
9377	
9383	
9390	
9393	
9397	
9226	
9227	
9236	
9241	
9252	
9263	
9272	
9281	
9283	
9286	
9287	
9308	
9343	

2 X44c 50' 6" 50-ton Box Cars

PC 154759  
154760

12 50'6" 70-ton Box Cars

PC 266426  
266431  
266434  
266435  
266437  
266446  
266447  
266448  
266451  
266466  
266470  
266478

8 x44c 50' 6" 50-ton Box Cars

PC 154777 - 154784, incl.